

**SERIAL 05099 C Asphalt Acrylic Seal & Petroleum Resin (NIGP 74508)**

**DATE OF LAST REVISION: September 19, 2005**

**CONTRACT END DATE: October 31, 2008**

**CONTRACT PERIOD THROUGH OCTOBER 31, 2008**

**TO:** All Departments

**FROM:** Department of Materials Management

**SUBJECT:** Contract for **ASPHALT ACRYLIC SEAL & PETROLEUM RESIN (NIGP 74508)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 05, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/ks  
Attach

Copy to: Clerk of the Board  
Jim Baker, MCDOT  
Kathy Sicard, Materials Management

(Please remove Serial 03005-C from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **ASPHALT ACRYLIC SEAL AND PETROLEUM RESIN (NIGP CODE 74508)**

**1.0 INTENT:**

The intent of this Invitation for Bid is to establish a contract for asphalt products. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Quantities of material anticipated to be purchased on an annual basis are listed on the pricing pages. All bidders should understand that the usage quantities listed are “best estimates” and may vary greatly in actuality. Multiple awards may be made to meet the requirements of the County.

**2.0 TECHNICAL SPECIFICATIONS:**

Quantity of material and delivery point: ASPHALT ACRYLIC SEAL AND PETROLEUM RESIN in amounts to be specified on purchase orders and at times designated by the Maricopa County Department of Transportation (MCDOT).

**2.1 PETROLEUM RESIN:**

Petroleum resinous type emulsion, Coherex™ or equal, shall meet the requirements of section 792 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

**2.2 ASPHALT ACRYLIC SEAL: (FOR PRESERVATIVE SEALING)**

ASPHALT ACRYLIC SEAL SHALL MEET THE REQUIREMENT OF TABLE 1

TABLE 1 - ASPHALT ACRYLIC SEAL		
PROPERTY	TEST METHOD	REQUIREMENT
<b>Saybolt Furol Viscosity, 77°F, SFS</b>	AASHTO T-72	15 to 40
Sieve, %	AASHTO T-59	0.1 max.
Acrylic solids, % (note 1)	<del>CA</del> CT 401	15 min.
<b>Residue by Evaporation, %</b>	AASHTO T-59	53 min.
<b>Tests on Residue by Low Temperature Vacuum Distillation (AZ 504)</b>		
Elongation, @max stress, @77°F, % <b>Note 2</b>	AASHTO T-59	25 min.
Elongation @ break, % ( <b>Note 2</b> )	AASHTO T-59	800 min.
Exposure, Q.U.V.	(Note 3 )	450 min.
Softening point, °F	AASHTO T-53	130 min.
Dutility @ 77°F, 5cm/min,cm	AASHTO T-51	20 min.
Penetration @ 77°F, 100g/5 sec, dmm	AASHTO T-49	20 to 80

Note: (1) The uncured Acrylic Polymer Latex Elastomer shall be composed of 100% vinyl acrylic polymer or acrylic monomers formulated without plasticizers.

- Note: (2) Dogbone 0.125 inch by 0.250 inch, aged 73°F ± 2°F, 50% relative humidity, one week before testing. One-inch gauge length, 8 inches per minute pull rate.
- Note: (3) Concentrate diluted with water (2/1), spread rate 80 square Feet per gallon (25 mil dry film). Film cured over night at 77°F. Testing done using Zenon Arc per ASTM D-529 modified.

**2.3 HEATED WATER & TRUCK FLUSHING SERVICES:**

Vendor shall provide hot water to the County at vendor's terminal at a minimum temperature of 130°F to enable the County to dilute emulsified products if so desired. The vendor shall include in this bid a cost for truck flushing service. This service will enable the County to clean distributor trucks of previously used material by dissolving with cutback provided by the vendor.

Vendor shall have facilities providing hot water and truck flushing service at the same address/facility where product is stored.

**2.4 MATERIAL REJECTION:**

Material supplied/delivered by the vendor which, after testing, if found not to meet minimum specifications, will be adjusted to meet specifications by the vendor and/or rejected in accordance with Section 105 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition and revision.

All products shall meet the specifications as noted in this bid. All equals must have prior testing and approval by the Maricopa County Department of Transportation. No substitute products allowed.

**2.5 DISTRIBUTION TRUCK WITH OPERATOR:**

An asphalt distributor is a truck-mounted, insulated tank, with numerous special purpose attachments. A qualified operator shall be included. The major components are:

1. Asphalt distributor tank capable of holding 2000 to 4000 gallons
2. Distributor heating system shall be able to heat from 100° F - 360° F
3. Distributor circulation and pumping system
4. Distributor spray bar width shall be from 12' – 18'
5. Hand sprayer
6. Distributor controls and gauges the tank shall have a side mounted thermometer with a range from 100° F - 400° F.

**2.6 DELIVERY ZONES:**

There are three (3) zones for mobilization & demobilization, this is driving time to and from jobsite sites through out Maricopa County. See Attachment A, Pricing Pages, item 1.5 for the three (3) zones.

- 2.6.1 Zone 1: Phoenix Metropolitan area out to Deer Valley Road to the west, Pima Road alignment to the east, Elliot Road alignment to the south, Cotton Lane alignment to the west.
- 2.6.2 Zone 2: Deer Valley alignment north to the County line, Pima Road alignment east to the County line, Elliot Road south to the SR238 alignment and Cotton Lane alignment west to the 339<sup>th</sup> Avenue alignment.
- 2.6.3 Zone 3: West of 339<sup>th</sup> Avenue to the County line and South of SR238 to the County line.

**2.7 ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ten (10) working days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

**2.8 TESTING:**

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

**2.9 DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within five (5) working days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County.

**2.10 RETURN DELIVERY:**

Provide cost of return delivery on Attachment A, Pricing Pages. Return delivery charges shall only apply if the County is unable to accept vendor's load. Maricopa County shall not incur any return charges if vendor delivers more product than was ordered.

**2.11 EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

**2.12 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.13 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.14 WARRANTY:

The minimum warranty period shall be twelve (12 ) months for both material and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.15 SAMPLES:

Contractors may be requested to furnish samples of substitute products bid for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.16 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.16.1 Documentation from the manufacturer that the product or model has been discontinued.

2.16.2 Documentation that names the replacement product or model.

2.16.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.16.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.16.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 ESCALATION:**

Any request for reasonable price adjustments shall be no more than quarterly, based on the Producer Price Index, Commodity Code 0581-0112 valid at the time of the request. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the above commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**3.4 EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.6 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**3.7 ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

**3.8 INDEMNIFICATION AND INSURANCE:**

**3.8.1 INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.8.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.



3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, TRANSPORTATION, 602-506-4054  
(JimBaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON AUGUST 11, 2005 AT 10:00 A.M. AT THE TRANSPORTATION WAREHOUSE, 2222 S. 27<sup>TH</sup> AVENUE, PHOENIX, AZ 85009.**

3.12 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled), one extra hard copy and one (1) electronic copy of pricing on CD.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.14.1 One (1) original, one (1) hard copy and a copy of the pricing page on CD (attachment A; in the same Excel format) of all submissions is MANDATORY
- 3.14.2 Pricing pages, MANDATORY (Attachment A)
- 3.14.3 Agreement page, MANDATORY (Attachment B)
- 3.14.4 References, MANDATORY

**ERGON ASPHALT PRODUCTS, 420 N ROOSEVELT AVE, CHANDLER, AZ 85226**

**PRICING SHEET C561002/B0604570, B0603652 NIGP CODE 74508**

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? \_\_\_\_ YES \_\_X\_\_ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? \_\_\_\_ YES \_\_X\_\_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_X\_\_ YES \_\_\_\_ NO

**1.0 PRICING:**

<b><u>ITEM #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED ANNUAL USAGE</u></b>	<b><u>Price When County Performs Sealing (Vendor Only Supplies Product)</u></b>	<b><u>Price When Vendor Performs Sealing, With Spreader &amp; Driver</u></b>
1.1	Petroleum Resin:	500 TONS	\$ 580.00 /Ton	\$ 580.00 /Ton
1.2	ACRYLIC SEAL ASPHALT			
1.2.1	ASPHALT ACRYLIC	500 TONS	\$ 600.00 /Ton	\$ 600.00 /Ton
	BRAND NAME & PART NUMBER			
1.3	HEATED WATER & TRUCK FLUSH SERVICE			
1.3.1	HEATED WATER	2000 GALLONS		\$ 0.06 /Gal.
1.3.2	TRUCK FLUSH SERVICE, INCLUDING CUTBACK	4 EACH		\$ N/A /Each
1.4	DELIVERY FLAT RATE:			
1.4.1	ZONE 1 (SEE 1.5.1) /EACH TRIP		\$ 400.00 /Trip	\$ 500.00 /Trip
1.4.2	ZONE 2 (SEE 1.5.2) /EACH TRIP		\$ 480.00 /Trip	\$ 590.00 /Trip
1.4.3	ZONE 3 (SEE 1.5.3) /EACH TRIP		\$ 540.00 /Trip	\$ 650.00 /Trip
1.5	RETURN DELIVERY FLAT RATE:			
1.5.1	ZONE 1 Phoenix metropolitan area out to Deer Valley Road to the west, Pima Road alignment to the east, Elliot Road alignment to the south, Cotton Lane alignment to the west. Allowed Charges: 1/2 hour mobilization and 1/2 hour demobilization.		\$ 500.00 /Trip	\$ 600.00 /Trip
1.5.2	ZONE 2 Deer Valley Alignment north to the county line, Pima Road alignment east to the county line, Elliot Road south to the SR238 alignment and Cotton Lane alignment west to the 339th Avenue alignment. Allowed Charges: 1 hour mobilization and 1 hour demobilization.		\$ 500.00 /Trip	\$ 600.00 /Trip

**ERGON ASPHALT PRODUCTS, 420 N ROOSEVELT AVE, CHANDLER, AZ 85226**

<b><u>ITEM #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED ANNUAL USAGE</u></b>	<b><u>Price When County Performs Sealing (Vendor Only Supplies Product)</u></b>	<b><u>Price When Vendor Performs Sealing, With Spreader &amp; Driver</u></b>
1.5.3	ZONE 3 West of 339th Avenue to the county line and South of SR238 to the county line. Allowed Charges: 1-1/2 hours mobilization and 1-1/2 hours demobilization.		\$ 500.00 /Trip	\$ 600.00 /Trip
1.6	RENTAL OF DISTRIBUTION TRUCK WITH OPERATOR			
1.6.1	SPREADING PRICE/HOUR			\$ 160.00 /Hour
1.6.2	SPREADING PRICE-O.T./HOUR			\$ 185.00 /Hour
	Transport Standby (after 1-1/2 hr allowed unloading)		\$ 98.00 /Hr	\$ 98.00 /Hr

Terms: Net 30  
 Vendor Number: W000002406 X  
 Telephone Number: 480-940-9500  
 Fax Number: 480-940-9595  
 Contact Person: Dennis Ryan  
 E-mail Address: [dennis.ryan@ergon.com](mailto:dennis.ryan@ergon.com)  
 Insurance Certificate: Required  
 Contract Period: To cover the period ending **October 31, 2008.**